

**RECEIVED**  
WATERTOWN, MASS.

DEC 12 1980

DOBLE ENGINEERING CO.  
REFERRED TO.....  
ANSWERED BY.....

**DOBLE ENGINEERING COMPANY**  
85 Walnut Street  
Watertown, Massachusetts 02172

**Doble Service and Equipment Agreement**

Date: October 24, 1980

City of Seattle  
Department of Lighting  
1015 Third Avenue  
Seattle, Washington 98104

Gentlemen:

Doble Engineering Company (hereinafter called Doble), a Massachusetts corporation, hereby confirms its Agreement with you as follows:

**Term**

1. The Agreement Period shall be from January 1, 1981  
until December 31, 1983 (the Initial Term) and shall be extended thereafter for successive  
periods of three year(s) (Extended Terms) unless either party shall notify the other in writing  
at least sixty days prior to the end of the then current term of its intention to terminate this Agreement.

**Agreement to  
Furnish Test  
Equipment and  
Contract Price**

2. (a) For a Contract Price of \$ 6325.00 per annum payable annually  
in advance, Doble will furnish you for your use during the Agreement Period f.o.b. Watertown, Massachu-  
setts:

**Description of  
Test Equipment**

One Type MH 10-kV Dielectric-Loss & Power-Factor Test Set, One  
Type C Resonating Inductor and One Type A Interference Cancellation  
Device, Complete with Accessories.

The above-described equipment, together with any additional or substitute equipment furnished you by  
Doble under this Agreement or any amendment thereof, shall hereinafter be called the Test Equipment.

2. (b) In connection with your use of the Test Equipment and in consideration for your agreement to pay the  
Contract Price, Doble, at your request, agrees to provide the following services and instructions  
(hereinafter called General Service) during the Agreement Period:

**Description of  
General Service**

- (i) use of Doble Instruction Books; privilege of participation in Annual Doble Client Conference and  
a copy of the minutes thereof; adequate supply of Doble test data forms; review and report on  
your test data; privilege of general consultation on your insulation problems;
- (ii) methods for using the Test Equipment and data for interpreting tests made therewith;
- (iii) screen tests on three oil samples, or dissolved-gas analyses on three oil samples, or accelerated  
oxidation tests on one oil sample annually; and
- (iv) the services of an engineer, when mutually convenient, to consult with and instruct you on the  
use of the Test Equipment for a continuous period not exceeding five eight-hour days plus  
travel time once during each contract year.

*Contract file*  
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3. Doble further agrees:

**Substitute or  
Additional Test  
Equipment and  
General Service**

(a) to furnish you at your request with such substitute or additional Test Equipment and/or General Service as may be available at Doble's then applicable rates;

**Defense vs.  
Claims**

(b) subject to your compliance with the provisions of paragraph 7(c) hereof, to defend you in any legal proceeding or against any claim brought or threatened against you for alleged infringement of patent rights occasioned by your use of Test Equipment or General Service provided under this Agreement and to indemnify and save you harmless from and against all such claims or judgments resulting therefrom and/or settlement of such claims if Doble has assented to such settlement;

**Repair, Adjust-  
ment and  
Replacement of  
Test Equipment**

(c) to repair, adjust or replace, as the circumstances may warrant, any impaired Test Equipment returned by you to Doble at Watertown, Massachusetts:

(i) without charge if occasioned by inherent defect;

(ii) on payment by you of charges for transportation, if occasioned by reasonable wear and tear; and

(iii) on payment by you of charges for transportation and for Doble's actual cost of repair, adjustment or replacement, if occasioned by any cause other than inherent defect or reasonable wear and tear.

4. You agree to pay Doble promptly and as the same shall become due:

**Your Payments**

(a) the Contract Price specified in paragraph 2;

(b) additional charges at Doble's then current monthly rates with respect to any Test Equipment retained by you after the expiration of the Agreement Period;

(c) the actual living and traveling expenses incurred by Doble engineers in your service;

(d) the actual cost of repair, adjustment or replacement of Test Equipment as provided in paragraph 3(c) (iii);

(e) the cost of transportation of the Test Equipment except as provided in paragraph 3(c) (i);

(f) any additional rentals or charges which may become payable by reason of furnishing of additional or substitute Test Equipment at your request, or the application of any other provision of this Agreement.

5. You further agree:

**Assumption of  
Liability for  
Taxes**

(a) to assume liability for and to pay all taxes, duties and assessments which shall be levied against or in respect of the Test Equipment or any interest therein upon whomsoever the same may be assessed or levied;

**Redelivery**

(b) to return any Test Equipment to Doble for calibration and testing when requested by Doble;

(c) to return impaired Test Equipment to Doble as soon as such impairment is discovered;

(d) to return all Test Equipment and Doble Instruction Books to Doble at the expiration of the Agreement Period or upon the earlier termination of your rights hereunder in the same condition as they were in when delivered to you, reasonable wear and tear excepted;

**Use and  
Protection of  
Test Equipment  
and Data**

(e) to use the Test Equipment only in accordance with the written or printed instructions furnished by Doble and, except as Doble may expressly authorize in writing, to permit its use only by your employees and authorized agents and only upon your property;

**Personal Injury  
and Property  
Damage Claims**

(f) to indemnify and save Doble harmless from and against any and all claims for personal injury or property damage resulting from or incidental to the operation of any Test Equipment while it is in your possession or control, except to the extent (if any) that such injury or damage shall be due to Doble's negligence;

<b>Holdover</b>	(g) to comply with all of the terms, provisions and conditions of this Agreement with respect to any Test Equipment retained by you after the expiration of the Agreement Period.
<b>Negative Covenants</b>	6. You agree to refrain from: <ul style="list-style-type: none"> <li>(a) breaking any seal on, or repairing or permitting repairs on any Test Equipment except at the request or with the consent of Doble;</li> <li>(b) manufacturing or causing or permitting to be manufactured copies of any Test Equipment;</li> <li>(c) communicating to others the data or methods used or furnished by Doble hereunder;</li> <li>(d) questioning the usefulness of any methods or devices used or furnished hereunder or the title of Doble thereto, or engaging in any activity which shall in any way interfere with or impair the value of the same.</li> </ul>
<b>Assignment</b>	7. Doble and you further agree: <ul style="list-style-type: none"> <li>(a) that neither this Agreement nor any right created hereby shall be assigned or assignable by your voluntary act or by operation of law, and no Test Equipment or written material including instructions shall be transferred, delivered, sublet or the use thereof authorized by you to any other person, firm or corporation without Doble's prior consent in writing;</li> <li>(b) that the Test Equipment and Doble Instruction Books shall at all times remain and be the sole and exclusive property of Doble, and you shall have no property right therein, but only the right to use the same during the Agreement Period;</li> <li>(c) that you shall promptly notify Doble of any legal proceedings or claims brought or threatened against you for alleged infringement of patent rights occasioned by your use of any Test Equipment or methods furnished hereunder, allow Doble to undertake the defense thereof and furnish Doble with all information in your possession relating thereto;</li> <li>(d) that the Test Equipment shall until redelivery to Doble at Watertown, Massachusetts, be held at your sole risk of loss from injury, loss or destruction from any cause whatsoever except as specified in paragraph 3(c) (i) and (ii);</li> <li>(e) that invoices for payment of the Contract Price shall be rendered in advance and invoices with respect to all other charges under this Agreement shall be rendered as they accrue; and payment of all invoices shall be due fifteen days after date;</li> <li>(f) that any additional or substitute Test Equipment furnished you by Doble shall be held by you subject to all of the terms, provisions and conditions of this Agreement except as may be expressly agreed in writing between you and Doble at or prior to the time of delivery thereof;</li> <li>(g) that in the event of any breach of any of the terms, provisions or conditions of this Agreement, not remedied within 30 days, then Doble by notice in writing to you may immediately terminate your rights hereunder, and in such event you hereby irrevocably authorize and license Doble and its agents to enter upon any premises where Test Equipment and/or Doble Instruction Books furnished you under this Agreement are located and to take possession of and remove the same;</li> <li>(h) that the termination of this Agreement or your rights hereunder as provided in subparagraph (g) of this paragraph shall not release you from your obligation to make any payment provided for in this Agreement and shall be without prejudice to any other rights or remedies which Doble may have for breach of this Agreement;</li> <li>(i) that this Agreement shall be deemed to have been made in the Commonwealth of Massachusetts and the rights and obligations of the parties and their respective successors and assigns shall be governed by and determined in accordance with the laws of said Commonwealth;</li> <li>(j) that this Agreement may be executed in several counterparts, each of which shall for all purposes be deemed to be an original;</li> </ul>
<b>Title to Test Equipment and Instruction Books</b>	
<b>Notice of Claims</b>	
<b>Risk of Loss</b>	
<b>Invoices</b>	
<b>Additional or Substitute Test Equipment Governed by this Agreement</b>	
<b>Events of Default</b>	
<b>Liability on Termination</b>	
<b>Applicable Law</b>	
<b>Counterparts</b>	

Notices and  
Demands

(k) that any notice or demand which by the provisions of this Agreement is required or may be given or served upon one of the parties hereto by the other shall be deemed to have been sufficiently given or served for all purposes by being sent as regular mail, postage prepaid, to the addressee at the address appearing on page 1 of this Agreement unless some other address shall be substituted therefor by a notice in writing containing a reference to this Agreement and a statement of the purpose of such notice.

Special  
Provisions

8. Upon commencement of the Agreement Period hereunder, this Agreement supersedes the Agreement between us originally effective January 1, 1978.

If the foregoing is in accordance with your understanding, please sign the form of confirmation and acceptance on two of the enclosed counterparts hereof and return them to Doble. Upon Doble's receipt of those two counterparts at Watertown, Massachusetts, this Agreement will become and evidence a binding contract.

DOBLE ENGINEERING COMPANY

By



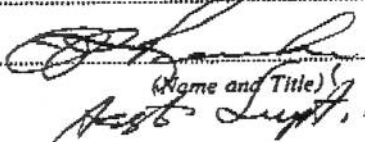
President

Accepted and Confirmed:

City of Seattle

Department of Lighting

By

  
(Name and Title)  
Asst. Supt.